

Johnston CSD

Johnston EA

7/1/2006 6/30/2008

TEACHERS

2006-2007

2007-2008

2008-2009

2006-2008

COMPREHENSIVE AGREEMENT BETWEEN

JOHNSTON EDUCATION ASSOCIATION

and

JOHNSTON COMMUNITY SCHOOL DISTRICT

Effective August 15, 2006

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ARTICLE I
RECOGNITION

A. Unit. The Employer hereby recognizes the Johnston Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified and exclusive and sole bargaining representative for personnel as set forth in the PERB certification instrument (Case No. 88) issued by PERB on the 24th day of September, 1975. The Unit was updated by PERB on the 7th day of April, 2003 (Case No. 6634) The unit is described in the above certification as follows:

INCLUDED: Classroom teachers - those teachers who are under a full year contract
with the School District, including specifically assigned coaching positions.

Counselors
School Nurses - R.N.
Librarians - certified

EXCLUDED:	Superintendent	Secretaries & Clerks
	Principals	Student Employees
	Athletic Director	Substitute Teachers
	Deans	Interim Teachers
	Teacher Aides	Head District Custodian
	Teacher Associates	Full-time Custodians
	Educational Aides	Cooks
	Educational Associates	Bus Drivers
	Coordinators	All other personnel excluded by Sec. 4 of the Act

B. Definitions.

1. The term "Employer" as used in this Agreement shall mean the Johnston Community School District or its duly-authorized representatives.

2. The term "Employee" as used in this Agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association" as used in this Agreement shall mean the Johnston Education Association or its duly-authorized representatives or agents.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions.

1. GRIEVANCE. A grievance is a claim by an Employee or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

2. AGGRIEVED PERSON. An "aggrieved person" is the Employee making the complaint affected by the interpretation or application of this Agreement or the Association.

B. Purpose. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Informal settlement in any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

C. Procedure.

1. **TIME LIMITS.** The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits will act as a bar to any further grievance or appeal concerning the immediate grievance at issue. An administrator's failure to give a decision within the time limits shall permit the aggrieved person to proceed to the next level. The time limits, however, may be extended by mutual agreement.

All time limits shall consist of school days, Monday through Friday.

2. **YEAR-END GRIEVANCES.** When a grievance is submitted on or after May 20, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved as soon as possible. The number of days indicated at each level will be considered a maximum, and every effort should be made to expedite the process.

3. **LEVEL ONE - PRINCIPAL or IMMEDIATE SUPERVISOR (Informal).** An aggrieved person shall first discuss it with his principal or immediate supervisor with the objective of resolving the matter informally. The principal shall be informed of the occurrence of the event giving rise to the grievance within seven (7) days of such event and the principal shall meet with the Employee within five (5) days of being informed of such event.

4. **LEVEL TWO - PRINCIPAL (Formal).** If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person or the Association may invoke the formal grievance procedure in writing on a form available from the Association representative or principal or immediate supervisor in each building. The filing of the formal written grievance shall be within fifteen (15) days from the date of the event giving rise to the grievance. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, shall state the remedy requested, and shall be signed by the aggrieved person. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor and the Association.

The appropriate principal or immediate supervisor shall discuss the written grievance with the aggrieved person and shall indicate disposition of the grievance in writing within five (5) days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance shall be transmitted to Level Three within five (5) days after disposition or lack of disposition of the grievance. The grievant shall file a copy of the grievance with the Superintendent.

5. **LEVEL THREE - SUPERINTENDENT.** The Superintendent or his designee shall meet with the aggrieved person and an Association representative within five (5) days of the receipt of the grievance. Within ten (10) days of the receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association. The Superintendent may consolidate separate grievances which involve common questions of contract interpretation and fact.

6. **LEVEL FOUR - ARBITRATION**

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) days after disposition of the grievance at Level Three.

(c) Within five (5) days after written notice to the Employer of the intent to submit to arbitration, the Employer and the Association shall attempt to agree upon a mutually-acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public

Employment Relations Board by either party. The list shall consist of seven arbitrators who are listed by PERB and the FMCS. The Association shall remove the first name from the list. The Association shall remove the first name within two (2) days, and each party thereafter shall alternatively remove another name. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Employer and the Association and hold hearings promptly and shall issue a decision no later than fifteen (15) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is in violation of the terms of this Agreement. No decision of an arbitrator shall in any way be in derogation of the powers, duties and rights established in the Employer by constitutional provisions, statute, ordinance, or special legislative acts. The decision of the arbitrator shall be submitted to the Employer and Association and shall be final and binding on all parties.

(e) The fees and expenses of the arbitrator shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation.

1. EMPLOYEE AND ASSOCIATION. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at Levels Two through Four as a party of interest and shall have the right to grieve any adjustment of the Employee's complaint.

2. REPRISALS. No reprisals of any kind shall be taken by the Employer or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. TIME FOR HANDLING GRIEVANCE. It is agreed that any investigation or other handling of any grievance by the grieving Employee may be conducted after 3:30 p.m., or at the close of the school day.

E. Miscellaneous.

1. WRITTEN DECISION. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in sections on Arbitration.

2. SEPARATE GRIEVANCE FILE. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance personal file as part of the Employee's personal records.

3. MEETINGS and HEARINGS. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this article.

4. The Association agrees to indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability (monetary or otherwise) and for alleged costs arising from any action taken or not taken by the Association with respect to its duty of fair representation.

ARTICLE III
EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the School District.
3. Suspend or discharge Employees.
4. Maintain the efficiency of governmental operations.
5. Relieve Employees from duties because of declining enrollment or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify, and administer the Employer's budget.
9. Exercise all powers and duties granted to the Employer by law.

The above Employer rights shall be in effect but shall not be exercised in a manner so as to violate any of the specific provisions of the Agreement.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Association shall have the right to hold meetings on School District property after regular school hours provided such meetings in no way interfere with any aspect of the instructional or extracurricular program of the Employer. Any out-of-pocket expenses to the Employer resulting from such meeting shall be borne by the Association. The time and place of all meetings shall be arranged in advance with the building principal.

B. The Association may use typewriters, mimeograph machines, duplicating equipment, calculating machines, computers and computer-related equipment, and audio-visual equipment after school hours. Such use shall be only when such equipment is not otherwise in use for school purposes. The Association shall pay to the Employer the cost of all materials and supplies incidental to the use of such equipment, to be documented at the time of use, such payment to be made at the end of the school year.

C. The Association shall have the right to use faculty mailboxes and e-mail for announcements relating to the conduct of the Association business on behalf of the members of the bargaining unit.

D. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements, and all material posted will relate only to the Association's official business. The administration may also use such bulletin boards to post official school announcements and announcements relating to members of the bargaining unit.

E. Representatives of the Association shall be allowed to make telephone calls and other communiques concerning Association business at any time during school hours when such persons are not on duty. No calls concerning Association business may be made or received during the time such person is on duty. Any long-distance calls shall be logged with the principal's secretary and paid for by the Association at the end of each month.

F. Access to School Buildings and School Personnel.

1. VISITS WITH SCHOOL PERSONNEL. Employees should not receive visitors in school buildings during school hours or during other assigned duty time.

(a) During school hours as hereinafter defined, permission for such visitations is granted subject to the following limitations and requirements:

(1) Such visitation shall be permitted during an Employee's duty-free lunch period.

(2) Such visitation should not be permitted during a time the Employee to be visited is assigned for instructing, counseling, planning, or supervisory duties.

(3) Under special circumstances, visits during such hours should be permitted where in the judgment of the building administrator special authorization therefore should be given, taking into consideration the need for such visitation at such time and the effect of the interruption on the school program.

(b) The visitor shall inform the office of the administrator in charge of the building or the responsible person in charge of the building of his presence and the Employee with whom he wishes to confer.

(c) Visitations should take place outside instructional or educational areas, and whenever practicable, in the teachers' lounge or other similar area where such visitation shall not interfere with or interrupt normal classroom or school operations.

2. TEACHER ASSOCIATION REPRESENTATIVES.

General authorization is hereby granted to the representative of the Johnston Education Association for visitations on the school premises with Employees in connection with Association business during school hours, as hereinafter defined, subject to the provisions of paragraph F(1) (a, b, and c) of this article.

3. SPECIAL PROVISIONS.

(a) "School hours" shall have the meaning defined in Paragraph A of Article XIV.

(b) Reporting Unauthorized Persons. Employees who become aware of any unauthorized presence of an outsider contrary to the policies of the Employer are obligated to inform the school administration of such occurrence.

(c) Arrangements for authorized visits with school personnel shall be made as far in advance as practicable with the building administrator and such arrangements shall include the school personnel to be visited, the person visiting and the limited purpose of the visit.

(d) Violation by any person of visitation privileges extended pursuant to this section shall be grounds for withdrawal of such privileges for that person.

ARTICLE V
PAYROLL DEDUCTION

A. Authorization

Any employee, who is a member of the Association or who has applied for membership, may sign and deliver to the Board or its' designed an assignment authorizing payroll deduction of organizational dues, fees, and donations. The form of the assignment shall be set forth in Appendix B.

B. Regular Deduction

Pursuant to receipt of a proper deduction authorization, the Board shall deduct on tenth (1/10) of the total amount authorized from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June.

C. Prorated Deduction

Employees who begin deduction after September shall have the total amount prorated on the basis of the remaining months of employment through June.

D. Duration

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice by the employee to the board and to the Association.

E. Other Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurances, and any other program approved by the Board and Association.

F. Remittance

Amounts withheld for dues or other purposes shall be remitted to the designated person, persons, or company within ten (10) calendar days of the withholding.

G. Indemnification

The Association agrees to indemnify and hold harmless the Employer, the Board, and the Board's authorized representative from any and all claims, costs, suits, or other forms of liability that might arise out of the Employer agreeing to make a dues deduction on behalf of the Association.

ARTICLE VI
SCHOOL IMPROVEMENT COMMITTEE(S)

Each building in the district will have a leadership team representative of the staff in the building. The responsibility of the group will be to plan and deliver in-services consistent with Chapter 12 of the Iowa Code. The teams will make recommendations to the Superintendent, or his/her designee, concerning the contents and evaluation of the in-service opportunities. Any recommendation shall be subject to approval of the Superintendent or his/her designee.

Additional school improvement subcommittees responsible for professional development and school improvement efforts under Chapter 12 may be established by the Superintendent, or his/her designee to assist in the planning and delivery of in-services.

ARTICLE VII
SAVINGS CLAUSE

In the event that any of the provisions of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the Employer and the Association shall enter into immediate negotiations to replace the void or illegal provisions.

ARTICLE VIII
NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter or personal delivery at the following-designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by the Association, to the Employer at:

Superintendent or Board Secretary
Johnston Community School District
P.O. Box 10
Johnston, Iowa 50131

2. If by the Employer, to the Association at:

The Association will notify the Employer by July 1 of each year of the name and address of the then-current president of the Johnston Education Association.

ARTICLE IX
PRINTING AGREEMENT

A. Before ratification, the Employer and the Association shall agree upon format. The Association shall be responsible for the expense of providing copies of the proposed agreement to Employees at the time of ratification.

B. Copies of this Agreement with any amendments shall be made available by Employer to the Association and Employees during the first week of service each year. One copy shall be made for each Employee now employed or hereafter employed. Arrangements for printing shall be made by the Employer. The expense of such printing shall be paid by the Employer.

The Employer shall furnish the Association with twenty (20) copies of the Agreement without cost. Any additional copies shall be paid for by the party requesting the additional copies.

ARTICLE X
WAGES AND SALARIES

A. Schedule. The salary of each Employee covered by the salary schedule is set forth in Schedule A which is attached hereto and made a part of this Agreement.

B. Placement on Salary Schedule.

1. Each year an Employee will advance one step on the salary schedule until reaching the last step. Thereafter, the Employee shall be paid on the last step of the applicable lane.

Teachers, counselors, and librarians with a Master's Degree shall be paid at the Master's Degree level, regardless of the Master's area of specialty.

Employees with a Doctorate shall receive a \$1,000 stipend.

Nurses with a degree will be paid on Schedule A. Non-degreed Nurses will be paid 85% of the appropriate step of the BA Lane. Those non-degreed nurses who have been at the maximum of the BA lane shall receive longevity pay of 3% of the BA base salary.

2. New teachers coming into the School District will receive credit for years of teaching in other properly accredited school systems and agencies up to 14 years, provided that such prior experience has been earned within the 19 years immediately preceding the date of employment with the School District. Such credit shall be calculated as if the teacher had been an Employee of the School District.

3. Credit may be given to a new employee for work experience which the employer determines relevant to an Employee's work responsibilities. The determination of such credit for placement on the schedule shall be the Employer's sole discretion.

4. Any new Employee hired prior to October 1 will be given credit for one (1) year's service toward the next increment step for the following year provided the Employee's performance is satisfactory.

5. The Employer has the right to withhold increments of any Employee where the Employee's work is unsatisfactory.

6. An assistant coach who becomes head coach shall be placed on the same step of Schedule B the first year in the head coach assignment. A head coach who becomes an assistant coach shall be placed on the next step of Schedule B the first year in the new assignment. A coach who moves from one assistant coaching position to another shall be placed on the next step of Schedule B the first year in the new assignment. A head coach in one sport who becomes a head coach in another sport shall be placed on the next step of Schedule B the first year in the new assignment. A new coach in the district may be placed up to step three (3) for coaching the activity up to two (2) years in other properly accredited school systems. A coach employed by the district who resigns his or her position if reassigned the coaching position shall be placed on the same step as at the time of resignation.

C. Advancement on Salary Schedule. Increments. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum step for their educational classification is reached. Advancement is subject to satisfactory performance of the Employee and to the meeting of the requirements for Continuing Education.

D. Pay Period. Each Employee shall be paid in twelve (12) equal installments on the 19th day of each month. Employees may elect to be paid in ten (10) equal installments subject to the Superintendent's approval. Employees shall receive their checks at their regular building and on regular school days with the following exceptions:

1. When a pay date falls on or during a school holiday, vacation, or weekend, Employees shall receive their paychecks on the last previous working day.

2. Summer checks will be mailed to the teacher's designated address.

3. Teachers who have resigned or retired may elect to receive the balance of their compensation in June; provided, however, that all other benefits terminate on June 30.

4. Employees may elect in writing to have the Employer directly deposit their paychecks into a financial institution of the Employee's choice.

E. Extended Contracts. Extended contracts may be issued at the Employer's discretion for a specified number of days beyond the regular contract unless the Employee establishes that it is impossible or impractical for the Employee to perform the work assigned, such days beyond one hundred ninety-four (194) days to be paid at the rate of 1/194th of the teaching contract rate.

F. Supplemental Contracts. Supplemental contracts may be issued at the Employer's discretion for activities and responsibilities beyond those connected with regular classroom duties. Supplemental contracts will be paid in accordance with Schedule B attached hereto and made a part hereof. Those who have a contract with Supplemental pay cannot resign the supplemental contract until a satisfactory replacement is found. No Employee on contract to the School District can be required to accept a new supplemental assignment except by the consent of the Employee.

G. Orientation Days. Orientation days for first year Employees shall be paid at the rate of one-half the daily teaching contract rate.

H. In-Service Days. In-service days scheduled beyond those specified in Article XIII shall be paid at the daily teaching contract rate.

I. Phase II. The Phase II allocation in the salary schedule shall be calculated by dividing the Phase II allocations by the number of teachers and qualified nurses. In making the calculation, the Phase II amount allocated to the School District shall be reduced by the District portion of cost of IPERS and FICA before making the calculations.

The District is obligated to pay Phase II moneys only to the extent it actually receives moneys from the State for the Phase II allocation. The allocation to be paid to teachers and qualified nurses shall be calculated upon receipt from the State of the certification of the amount of allocation to the School District for the year. To the extent of any subsequent increase or reduction in the amount so certified, payments shall be increased or reduced accordingly.

The Phase II salary supplement shall be distributed commencing with the October paycheck and thereafter shall be paid monthly November through June.

ARTICLE XI INSURANCE

A. HEALTH, MAJOR MEDICAL AND LONG-TERM DISABILITY.

1. Each Employee shall be covered by a health and major medical program paid for by the Employer. Such program will be a comprehensive major medical plan with a \$200 single, \$400 family, deductible and 80/20 co-insurance. Maximum out-of-pocket will be \$500 single and \$1,000 family. Coverage shall include pre-authorization. Each Employee shall contribute Two Dollars (\$2) per month for the Employee's single rate premium for the health and major medical program. Each Employee shall be covered by a long-term disability insurance program paid for by the Employer in full.

2. The Employer shall contribute One Hundred Fifty Dollars (\$150) per month toward the family plan.

B. DENTAL INSURANCE. Each Employee shall be covered by a dental insurance plan paid for by the Employer not to exceed Fourteen Dollars (\$14.00) per month.

1. Deductible

- Routine oral examinations - None.
- Basic dental treatment and orthodontia - \$25 per calendar year.

2. Co-insurance

- 100% of usual and customary charges for Routine Oral Examination.
- 80/20% of usual and customary charges for Basic Dental Treatment.
- 50/50% for prosthetic service, including crowns, bridges and gold.
- 50/50% for covered charges for procedures, appliances or treatment necessary to increase vertical dimension and/or restore or maintain occlusion.
- 50/50% orthodontia, for dependent children only, up to age 19.

3. Maximum Payment

- \$1000 per calendar year - Orthodontia.
- \$1000 per calendar year - Basic and Routine Dental.

The dental insurance plan shall permit an Employee to purchase coverage for spouse and dependent children at the Employee's expense.

C. LIFE INSURANCE. Each Employee shall be covered by \$30,000 of life insurance.

If at least 25 Employees elect to purchase supplemental life insurance, an additional \$20,000 of supplemental life insurance can be purchased by the Employee at the Employee's expense with medical evidence; provided, however, that if more than 75% of the bargaining unit elects to take such coverage, then supplemental life insurance can be purchased without medical evidence. The premium may be deducted from the Employee's salary.

D. COVERAGE. The Employer-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 in each year of the Agreement.

For purposes of this Article, "Employee" means:

1. For health, major medical and long term disability, and life plans "Employee" means full time persons who are regularly scheduled to work for at least 30 hours a week and any part time persons who are regularly scheduled to work for at least 21 hours but less than 30 hours a week.
2. For the dental plan "Employee" means any person who is regularly scheduled to work for at least 30 hours a week.

E. INSURANCE DEDUCTION. Upon appropriate authorization from the Employee, the Employer shall deduct an Employee's contribution to insurance under this article.

F. SELECTION OF CARRIERS. The School District shall notify the Association of carriers of Employee-related insurance. If a change in carrier is being considered, the Association will be asked for recommendations and information, but any change and selection of insurance carrier remains the prerogative of the Board.

G. INSURANCE COMMITTEE. The Insurance Committee shall consist of three (3) members appointed by the Association and three (3) administrators or board members appointed by the Employer. The Director of Business Affairs shall serve as Chairperson of the Committee. The Committee shall organize on or before September 1 each year.

H. COMMITTEE REPORT. The Committee shall make recommendations to the Employer and the Association not later than January 15. The recommendations shall address, without limitation, the following:

1. Medical plan design;
2. Quality Care;
3. Cost Containment.

ARTICLE XII
LEAVES OF ABSENCE

A. PERSONAL ILLNESS. Certified personnel shall be granted leave of absence for personal illness or injury with full pay at a rate of days per year to be credited at the beginning of the school year as follows:

1. First year of employment	10 days
2. Second year of employment	11 days
3. Third year of employment	12 days
4. Fourth year of employment	13 days
5. Fifth year of employment	14 days
6. Sixth year and subsequent years to a maximum of 135 days	15 days

The above amounts shall apply only to consecutive years of employment in the School District and unused portions shall be cumulative to a total of one hundred thirty-five (135) days. The Employer may request medical proof from an Employee absent for more than three (3) consecutive days due to personal illness or injury prior to the Employee receiving pay for sick leave.

An Employee who is unable to work because of personal illness or injury and who exhausts all available sick leave shall be granted leave of absence without pay for the duration of such illness or injury for the balance of the contract year.

Within the last ten (10) school days, Employees shall verify with the principal or his or her designee, the number of days of personal illness leave used and the balance remaining. Employees shall be given a written statement with the first paycheck of the accumulated personal illness days available as of the first school day in the work year.

B. BEREAVEMENT LEAVES. Certified personnel shall be granted leave of absence at full pay for death in the immediate family and other relatives as follows:

Five to Ten Days Total

- Five (5) days for death of spouse or child.
- Five (5) days for death of mother or father, stepmother or stepfather.
- Five (5) days for death of brother or sister.

The total amount of leave under this category shall not exceed ten (10) days per year.

Two (2) Days Total

- Two (2) days for death of grandparent, grandchild, or step-grandparents.
- Two (2) days for death of in-laws (mother, father, brother, sister, son, daughter).
- Two (2) days for death of aunt, uncle, niece, nephew.

The amount of leave under this category shall not exceed two (2) days per year. The Superintendent may grant (on a non-precedential basis) additional bereavement leave under this category after emergency and personal leave have been used if there are extraordinary circumstances that warrant granting additional bereavement leave.

Bereavement for Other Family Members and Friends. An Employee shall be granted one paid day per year to attend the funeral of a relative or friend. Application for permission to attend the funeral shall be made in advance to the building principal. Where possible, time off to attend such funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in half-day increments upon the principal's approval. No more than one Employee for every fifteen Employees in a building may be granted leave to attend the same funeral unless the Superintendent finds there are exceptional circumstances which warrant attendance by more Employees in that building.

C. OTHER LEAVE PROVISIONS. Employees shall be granted leave of absence at full pay for the following:

1. Family Illness Leave. May be used to the extent of three (3) days per school year for illness in the immediate family. "Immediate Family" shall mean parents, stepparents, grandparents, brothers, sisters, spouse, children, grandchildren, or stepchildren, or father-in-law, mother-in-law, sister-in-law, or brother-in-law of the Employee. Use of family illness leave will also result in deduction from personal illness leave.

2. Emergency Leave. May be allowed to the extent of two (2) days per school year. Emergency leave may be used in addition to bereavement leave and personal leave, and may be used for disaster (such as personal injury accident, property damage accident, a personal business emergency which cannot be handled during non-school hours, or Act of God), subpoena or court appearances. Emergency leave may be used for family illness only if family illness leave has been exhausted.

If an Employee has used the emergency leave days, the Employee may use one day of unused personal leave as an additional emergency leave day. Employees shall immediately notify the principal when emergency leave is to be used.

3. Personal Leave. One (1) day total per year, cumulative to three (3) days. Request shall be made through the building principal or immediate supervisor. This leave will be granted as long as no more than one (1) person for every fifteen (15) Employees at one time are on such personal leave. (In buildings of less than thirty (30) Employees, two (2) persons at one time may be on personal leave.) The person requesting personal leave shall give notice by 4:00 p.m. two days in advance in writing to the principal or immediate supervisor and state in general terms the reason for the leave. The day immediately preceding or immediately following a legal holiday, school recess day, or work day, or during the first or last weeks of school, or a parent-teacher conference day, shall not be recognized as a personal leave day. Employees who have accumulated three (3) personal leave days and do not use a personal leave day during the year shall be paid a one-day equivalent to the daily rate for a substitute teacher. This amount will be included in the employee's June paycheck. The employee shall continue to have three days of personal leave available to use in the following school year.

Employees who have accumulated the maximum number of sick leave days in accordance with Article XII-Section A (135 days), shall be granted one additional, non-accumulating day of personal leave for use in the following year. The employee understands that use of this day shall follow the same criteria as current personal leave language with the exception of carry-over. This day will have no impact on other personal leave days carried over from previous years. In successive years, an employee will be awarded an additional non-accumulating personal leave day if said employee has not used any personal illness leave or family illness leave in the previous year.

D. DISABILITY LEAVE POLICY.

1. Leaves of absence for personal sickness and injury shall be granted only for the period that the Employee is actually physically disabled from performing his or her usual duties.

2. Wage indemnification will be paid for the number of days that the Employee has accrued and not used for the period that the Employee is actually physically incapacitated from performing his or her usual duties.

3. An Employee shall notify his or her principal or supervisor as soon as it is known that he or she will be absent from his or her duties because of physical incapacity. If the absence probably will be for three (3) or more consecutive days the Employee shall notify his or her principal or supervisor of the name and address of the attending physician who will confirm that the Employee is physically disabled from performing his or her usual duties and shall provide the School District, upon request, written verification of such incapacity and the date upon which it is expected that the Employee will be able to return to his or her usual duties. Such written verification, when requested, shall be furnished before an Employee may be paid for sick leave.

4. If the period of disability will include or commence with hospitalization for reasons that do not arise out of an immediate emergency, the Employee shall notify his or her principal or supervisor as soon as such fact is known and confirmed by his or her doctor of the probable date of hospitalization, probable recovery period at home, and the probable date that the Employee will be physically able to return to his or her usual duties. Wage

indemnification pursuant to paragraph 2 shall commence upon the first day of hospitalization (if the Employee does not work that day; otherwise the second day of hospitalization), and continue until the number of days accrued are exhausted or the Employee is physically able to return to his or her usual duties, whichever first occurs. Examples are prostate surgery, gall bladder surgery, hysterectomy, pregnancy, etc. If for medical reasons personal to the Employee, the attending physician notifies the School District, in writing, that the Employee is physically disabled from performing his or her duties prior to actual hospital confinement, wage indemnification shall commence on the first day of such disability for which the Employee has not been paid. If the disability commences with hospitalization and does not arise out of an immediate emergency, Employees are expected to perform their usual duties until the date of actual hospitalization. If the period of actual physical disability of the Employee will continue for more than three (3) weeks, he or she shall give the School District at least two (2) weeks' notice prior to the date of the return to the usual duties.

5. In the event an Employee desires additional personal leave attending such Employee's actual leave for physical disability, such leave may be granted at the discretion of the Superintendent. If such leave is desired, the Employee shall request the same at the time he or she notifies his or her principal or supervisor that the Employee will be absent because of physical disability. At such time, the Employee shall request the dates of the additional leave desired. If such additional leave does not interfere with the needs of the Employer, it may be granted or modified to the extent necessary. The Employee shall be notified thereof as soon as practical, at which time the Employee may either accept or reject the additional leave for personal reasons offered by the Employer.

6. The Employer shall make contributions to the retirement system, health and accident insurance policy, FICA taxes, and other fringe benefits of an Employee while on disability leave only, and then only to the extent that such Employee has accrued and not used wage indemnification due pursuant to paragraph 2 hereof.

7. An Employee's seniority, wage bracket, and right to accrue additional leave for personal illness or injury shall continue for the duration of any leave for physical disability and additional leave in conjunction therewith granted by the School District. The Employee may, if permitted by the insurance company, maintain his or her participation in the health and accident insurance program of the District by making timely payments to the District of the entire premiums due during periods of disability leave and additional leave granted in conjunction therewith, when such premiums are not payable by the School District.

8. The Employer may request and the Employee shall submit to an independent medical evaluation by a licensed medical practitioner of the State of Iowa to determine if such Employee is actually physically disabled from performing his or her usual duties at any time while such Employee is on disability leave or has requested such leave. The determination of the independent medical practitioner shall be determinative of the issue, unless it is shown not to be based upon acceptable medical standards in the Johnston Community School District area.

E. ASSOCIATION LEAVE. Up to fifteen (15) days shall be available for representatives of the Association to use at its discretion. The Association shall reimburse the School District of the cost of the substitute and there shall be no deduction from the Employee's pay, or other leaves. No one person may take more than ten (10) days' Association leave.

F. MILITARY LEAVE. A leave of absence for military purposes shall be granted for a time not to exceed the enlistment or draft period. On completion of military service, an Employee shall be entitled to reinstatement at the same salary-step salary he would have received had he not taken such leave, subject to the conditions that the position was not abolished, that the Employee is physically and mentally capable of performing duties of the position, that the Employee makes written application for reinstatement to the Superintendent within ninety (90) days of termination of military service, and that the Employee submits an honorable discharge from the military service. Such leave shall be without pay except during the first thirty (30) days of absence.

A leave of absence for reserve training shall be granted for a period not exceeding a total of thirty (30) days in any calendar year. Such leave shall be without loss of pay but reserve training shall be taken at times school is not in session whenever possible.

G. PROFESSIONAL LEAVE. Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Board of Directors or the Superintendent. If any Employee wishes to attend a professional meeting, application shall be made with the principal at least one week prior to the first day of

anticipated absence and must be filed not less than two days prior to such absence with the Superintendent. The principal shall make a recommendation to the Superintendent.

H. JURY DUTY. In the absence of limiting circumstances, Employees of the School District may be excused for jury duty. The difference between the normal per diem salary and the compensation received for jury duty shall be paid.

I. SABBATICAL LEAVE. Sabbatical leave shall be granted without pay and benefits to an Employee for study in an approved program, travel, or other reason recognized by the Board as being of advantage to the school system. A request for sabbatical leave shall be made in writing to the Superintendent no later than February 15 of the school year preceding the school year for which the leave is requested. A sabbatical leave may be for one or two consecutive semesters. No Employee shall be eligible for sabbatical leave until after seven (7) years full-time employment in the School District. The number of sabbatical leaves available shall not exceed two (2) in any school year. No more than one (1) person may be on sabbatical leave from a building. If more than the maximum number apply in a year, seniority shall be applied to determine who is eligible. During the period of sabbatical leave, an Employee may engage in remunerative employment and may accept grants or fellowships. Upon return from sabbatical leave, an Employee shall be placed on the salary schedule at the next step from that the Employee was on at the time leave was taken. There will be no loss of seniority while on sabbatical leave.

J. A leave of absence without pay for up to two (2) years shall be granted to an Employee for the purpose of serving as an officer of the Iowa State Education Association.

K. Religious Holidays. An employee shall be granted one (1) day per school year to be used for religious leave when one's religious affiliation requires the observance of a holiday during regular school hours. The person requesting the religious leave shall give notice by 4:00 PM two days in advance in writing to the principal or immediate supervisor stating the nature of the request.

ARTICLE XIII EMPLOYEE HOURS - EMPLOYEE WORK YEAR

A. Employees shall work an eight hour day except for part time Employees. Employees, upon request to the principal or designated supervisor, may leave 30 minutes early not more than five (5) days a year for doctor's or dentist's appointment or other personal business which cannot be scheduled after the eight hour day without deduction from personal leave.

Except for Employees assigned to bus supervision, Employees may leave the later of 30 minutes early or after the busses leave the building on the last day of a work week or on the day of open house. When school is dismissed early for bad weather, Employees may leave once the building is cleared of supervision responsibilities.

B. Working days in the school when students are not in attendance shall be used for tasks and work assigned by the Superintendent or a designee.

C. Employees may be required to attend without additional compensation not more than seven (7) faculty or professional meetings per year, not to exceed sixty (60) minutes either before or after the regular work day.

In addition, Employees may be required without additional compensation to attend one open house and not more than three (3) evening assignments outside the regular school day not to exceed three (3) hours per assignment. Evening assignments beyond three (3) will be compensated at the schedule B supervision rate.

Meetings shall not be called on Friday afternoon or in the afternoon of a day immediately preceding any holiday or other day upon which teacher attendance is not required at school, except in case of emergency.

D. Employee Work Year. Except for first year Employees, there will be no more than one hundred ninety-four (194) paid contractual days in the school year, excluding Employees having extended or supplemental contracts. The regular term of employment shall be as noted in each Employee's contract. These days shall be counted as follows:

1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year, in the Superintendent's discretion.

2. There shall be five (5) in-service days to be scheduled at the Superintendent's discretion.

3. There shall be two (2) parent-teacher conference days scheduled at the discretion of the Superintendent.

4. There shall be five (5) paid vacation days which shall consist of: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day.

5. There shall be two (2) work days scheduled during the school year.

6. First year Employees shall attend four (4) additional days orientation to be scheduled at the Superintendent's discretion.

E. When school is closed for students during an emergency which is beyond the control of the administration and Employees, Employees of that school shall have, after students are dismissed, direction from the building principal as to work responsibilities during the remainder of the day.

F. Employees may leave school grounds during lunch period if the Employee does not have assigned duties and the Employee signs out at the building office.

ARTICLE XIV PROCEDURES FOR STAFF REDUCTION

A. COVERAGE. All Employees under this Agreement.

B. The Employer will take into account attrition and possible transfers to determine whether a layoff is necessary.

C. LAYOFFS. The Employer shall have the right to determine when it is necessary to have a reduction in staff. When, in the judgment of the Employer, there is a necessity for a reduction in staff, the Employer shall determine which Employees are to be retained.

1. Reduction shall be by and within the following classifications:
 - a. Elementary Teachers (K-6) except areas of specialized services identified in item 1C.
 - b. Secondary Departments (7-12) except areas of specialized services identified in item 1C.
 - c. Special Area Teachers grades K through 12:

All Guidance Counselors
All Media Specialists
School Nurses
All Music Teachers
All Physical Education Teachers
All Art Teachers
All Extended Learning Teachers
All Special Education Teachers
All Reading Teachers
All English Language Learner Teachers
All At risk Teachers
All Elementary Core Teachers
All Technology Teachers (Instructional Resource)

2. Employees on probation will be laid off first.
3. Employees with emergency or temporary certification shall be laid off second.
4. Last to be considered for reduction on staff will be non-probationary Employees.

5. If an Employee is certified or endorsed in more than one classification, the Employee shall be placed in the classification in which the Employee has the most seniority for purposes of making the determination for staff reduction.

6. Normally, in making the determination for staff reduction, Employees shall be laid off according to seniority when Employees within each grade, curricular or subject area have qualifications considered equal. In making this determination, the District shall consider the needs of the School District, the Employee's certification, educational preparation, experience, relative skill, ability and competence.

C. RECALL PROVISIONS.

1. Any Employee terminated under paragraph B above shall be considered for recall to available positions for a period of one (1) year from the date of termination if such request, in writing, is made known to the Superintendent of Schools within thirty (30) days from the time the Employee received notification of termination.

No Employee may be prevented from securing other employment during the period he or she is laid off. Laid-off Employees shall be reinstated in inverse order of their being laid off if qualified to fill the vacancies. No new or replacement appointment may be made while there are laid-off teachers available who are qualified to fill the vacancies. In making this determination, the District shall consider the needs of the School District, the Employee's certification, educational preparation, experience, relative skill, ability and competence.

2. The school board secretary shall be kept informed by the terminated Employee of current addresses and telephone numbers and interest in recall.

3. Except when an Employee is recalled in the same contract year, any Employee who is recalled for a position after having been terminated or discharged under paragraph B above shall be placed on the salary schedule at the next step from the step in effect for the Employee at the time of his or her termination. An Employee recalled to work in the same contract year shall be replaced on the same step.

4. An Employee who is recalled must contact the Superintendent's office for assignment within twelve (12) calendar days from the date the recall notice is sent. Such notice shall be by certified mail, return receipt.

5. Failure to report to work upon recall and assignment within twenty (20) calendar days from the date such notice is sent shall result in loss of recall rights unless a longer time is specified in the assignment.

6. An Employee who resigns upon written request for reasons of staff reduction shall be accorded the recall rights provided by this policy unless the Employee specifically waives such rights in writing.

7. The Employer shall provide written notification to the Association and to each Employee who may possibly be affected by reduction no later than April 30 preceding each school year. The Employer shall annually provide the Association with a current list of those retaining recall rights provided by this article.

8. Employees affected by reduction in staff may retain benefits by paying the School District premiums for such benefits during the period such recall rights are in effect and as permitted by the insurance carriers.

ARTICLE XV
SAFETY

- A. Parking facilities shall be provided for Employees' use, free of cost.
- B. An Employee may, within the scope of employment, and to the extent authorized by law, use and apply such amount of force as is reasonable and necessary.
- C. No Employee shall be required to search for a bomb in case of a bomb threat.
- D. Employees shall immediately report cases of assault suffered by the Employee in connection with their employment to their principal or other immediate supervisor, and to the Association. Such assaults shall be reported to the police if necessary. Either the building principal, the immediate supervisor of the Employee involved, the Employee involved, or the Association, may report the assault to the police.
- E. The Employer will exert every reasonable and lawful effort to provide and maintain safe working conditions for the Employees. The Association will cooperate in this effort and will encourage all Employees to work in a safe manner.
- F. If the Employer, pursuant to school policy or rule or state or federal law or regulation, requires any protective equipment or devices, the Employer shall provide such equipment or devices. The Employee shall be responsible for the proper care and use of any such equipment provided.
- G. The Employer may establish a no smoking, smoke free environment policy in all school buildings and on school grounds.

ARTICLE XVI
EMPLOYEE EVALUATION

A. ASSIGNED EMPLOYEES. Within twelve (12) school days after the beginning of each school year, the building principal(s) or appropriate supervisor(s) shall acquaint each Employee under his/her supervision with the formal evaluation procedures and instruments and advise each Employee as to the designated supervisor(s) who will observe and evaluate performance. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed. A new Employee or an Employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor(s) of the evaluation procedures in effect.

Such notification shall be within two (2) weeks of the first day in the new assignment.

B. UNASSIGNED EMPLOYEES. A designated building principal(s) or appropriate supervisor(s) of an employee not assigned to a building shall be responsible for notification and evaluation of all such employees.

C. REQUIRED FORMAL OBSERVATIONS.

1. Probationary Employees shall be formally observed at least three (3) times during the probationary years of employment, at least twice the first semester and at least once the second semester. There shall be at least a ten (10) school-day period between each formal observation. New coaches and assistant coaches shall be formally observed at least once during each of the first two (2) years of employment.

2. Other Employees shall be formally observed at least twice every third year. The principal or designated supervisor may schedule other formal observations at any time. Employees may request an additional formal observation by making a written request to the building principal prior to February 1st in any year and such additional formal observation shall be made by the principal or designated supervisor. Coaches and assistant coaches shall be formally observed once every three (3) years after completion of the probationary period.

D. FORMAL EVALUATION PROCEDURES. The building principal or appropriate supervisor shall evaluate each Employee who is on-cycle. Such evaluations shall be based upon the evaluation procedures explained at the beginning of the school year. All formal observations shall be pre-announced not more than two (2) weeks before the week of the observation. Each formal observation will consist of the following:

1. Pre-observation Conference. A pre-observation conference must be held between the appropriate supervisor and the Employee no more than three (3) days prior to the formal observation. This timeline can be extended by mutual agreement between the Employee and Evaluator.
2. Length. Each formal observation will be at least thirty (30) minutes, consecutively, unless emergencies arise which cause the observation to be a lesser amount of time.
3. Initial Formative Conference. Within seven (7) school days following the initial formal observation, the principal or other supervisor will schedule a post-observation conference. A formative written evaluation of the first formal observation shall be given to the Employee (either before, during, or after the conference). Both the evaluator and the Employee shall sign the last page of the written evaluation and a copy signed by both parties shall be given to the Employee. The Employee's signature does not necessarily mean agreement with the evaluation, but rather, awareness of the content.
4. Informal Observation. If a principal or other supervisor writes up an informal observation, it shall be dated and signed and a copy shall be placed in the Employee's personnel file. A copy shall be given promptly to the Employee. This paragraph shall apply to all Employees.
5. Final Formative Conference. Within seven (7) school days following the final formal observation, the principal or assigned supervisor will schedule a post-observation conference. This formative observation may either be written as a separate formative evaluation or included in the final written summative evaluation.
6. Evaluation Summary. Before the 1st of April, a written evaluation summary shall be prepared by the principal or assigned supervisor summarizing all formative observations to that time and given to the Employee. Other summaries may be made before the end of the school year. A summative conference will not be required unless the Evaluator or Employee requests one. If requested, the conference shall be held between the Employee and the principal or assigned supervisor within seven (7) school days to discuss the evaluation summary and any other matters. The employee should return the summative evaluation to his/her evaluator, and both parties shall sign the last page of the evaluation summary within five (5) days of receipt of the written summation or within five (5) days after a requested summative conference. A signed copy shall be given to the Employee, and a copy shall be placed in the Employee's personnel file. The Employee's signature does not necessarily mean agreement with the evaluation summary, but rather, awareness of the content.

If a non-probationary Employee does not agree with the evaluator's summative evaluation, the Employee may request a review of his/her performance utilizing a team approach. This request must be made in writing to the evaluator within five (5) school days of receipt of the summative evaluation. The review team shall consist of the evaluator and a Johnston School District administrator mutually agreed upon by the Employee and the evaluator. If mutual agreement cannot be reached, the Superintendent or his/her designee shall appoint the administrator for the team review. After the review the Employee may grieve the evaluation.

The evaluation will be sustained unless it is not based on evaluation criteria, the procedures of this article, or is without basis in fact.

7. Formal Evaluation Criteria. Formal written evaluations shall be based upon an Employee's skill, ability, competence, or professionalism.

8. Coaches and Assistant Coaches. The following formal evaluation procedure shall apply to coaches and assistant coaches:

- a. The principal, Activities Director, or appropriate supervisor will formally evaluate all head coaches and assistant coaches.

b. All formal observations shall be pre-announced not more than (2) weeks before the week of the observation.

c. A pre-observation conference must be held prior to the formal observation if requested by either the coach or the evaluator.

d. The principal, Activities Director, or appropriate supervisor shall provide a written evaluation summary to the coach, and a conference shall be held between the principal, Activities Director, or appropriate supervisor no more than fifteen (15) school days after the last event of the season. Both parties shall sign the last page of the evaluation summary and a copy shall be placed in the coach's personnel file. The Employee's signature does not necessarily mean agreement with the evaluation summary, but rather awareness of the content.

E. PERSONNEL FILE REVIEW. Employees shall have the opportunity to review their personnel files, both at the building level and the central administration office, with the exception of confidential letters of recommendation and college and university credentials. Such review shall be conducted in the presence of the principal, Superintendent, or a designee, and such review shall be during ordinary office hours and at a time when the Employee is not required to be on duty. No material shall be removed from the file by the Employee during such review. At the Employee's request, a representative of the Association may accompany the Employee when the Employee reviews his or her file. An Employee may meet with the Executive Director of Human Resources, the evaluating supervisor and an Association representative of the Employee's choice to review material contained in the Employee's personal file to discuss modifications or removal of such items in the file.

F. RESPONSES. The Employee shall have the right to respond to all materials contained in the Employee's personnel file, such responses to be dated and signed, and a copy provided to the Executive Director of Human Services, principal or immediate supervisor. Such responses shall be placed in the Employee's personnel file, which shall preserve the Employee's response in the event of adverse personnel action based upon materials placed in the file.

G. SUPPORTIVE ASSISTANCE PLAN. If a non-probationary Employee does not meet the supervisor's expectations through the formal evaluation process, the Employee may be placed on a supportive assistance plan. Employees who are placed on a supportive assistance plan will have the right to grieve. A grievance may not be filed until the Employee, an Association representative, the supervisor, and the Executive Director of Human Services have met to review the evaluation and the supportive assistance plan. If an evaluation is grieved, the evaluation will be sustained unless it is not based on evaluation criteria, has violated procedures of this article, or is without basis in fact.

ARTICLE XVII TRANSFER PROCEDURE

A. Definitions.

1. **VACANCY**. A vacant position exists when a regular contract position becomes available because of death, resignation, retirement, transfer, or termination of an Employee, or when a new position has been created.

2. **TRANSFER**. The movement of an Employee from one building, grade level, or subject area to another shall be considered a transfer.

3. **VOLUNTARY TRANSFER**. The movement to a vacant position from a different building, grade level, or subject area based upon the request of an Employee is a voluntary transfer.

4. **INVOLUNTARY TRANSFER**. The movement to a vacant position from a different building, grade level, or subject area as determined and directed by the District, and not based upon the request of the Employee, is an involuntary transfer. An involuntary transfer may only be made as a result of a change in

programming; a change in the number of pupils in an attendance area, class, or subject area; a change in a building program; resignation of staff; or as a result of board approved program modification. It will be considered an involuntary transfer anytime a transfer is required as a result of a change in the number of pupils in an attendance area.

B. Voluntary Transfer Procedures.

1. All vacancies shall be posted in every school building. The notice of a vacancy shall include the date of posting and the final date on which applications will be accepted. All notices will be posted in established locations for at least seven (7) calendar days before the final date when applications must be submitted.

2. Employees who desire to apply for transfer shall submit a transfer request form (Appendix C) to the Human Services Department. This form will indicate preference for grade level(s), subject area(s), and/or location(s). For positions becoming vacant during the summer, Employees may submit the transfer form requesting consideration should a position open. The form must contain (a) the position desired, (b) summer address, and (c) summer telephone number. Those indicating interest in a certain position will be notified by telephone or mail. A notice of these positions will be posted in the administration building. Vacancies occurring between July 15 and the start of the school year may be filled immediately at the discretion of the Employer. If such a vacancy is posted, or if an Employee is to be notified as described above, the Employer shall not be required to wait for the posting period to fill the position. All such vacancies except those for involuntary transfer shall be posted for 24 hours.

3. No action on a vacancy shall be taken until all Employees have been given the opportunity to be interviewed for a vacancy. Interviews for internal candidates will be held before school, after school, or during planning when possible to eliminate/minimize missed class time. Additional modifications in the interview process (elimination of writing and teaching components) will be made for internal candidates when sufficient data is available. Interviews will be held with the building principal, interview team, and/or the Executive Director of Human Services.

4. The granting of a transfer will be based upon the need of the school as determined by the administration, subject to the following criteria in no ranked order:

- a. certification
- b. seniority
- c. professional/educational preparation
- d. years of experience
- e. relative skills and abilities
- f. past evaluations
- g. program commitments

5. When a transfer is filled, all internal applicants who were not selected shall be notified in writing within five (5) days of board approval. The explanation should include a rationale for the decision based on the criteria listed in B4 above.

6. After an Employee has obtained a voluntary transfer, the Employee shall not be eligible for any other voluntary transfer for a period of one year from the date of the transfer.

C. Involuntary Transfer Procedures.

1. Any Employee who is to be involuntarily transferred will be notified in writing of the reasons(s) for the transfer as soon as practical, but not later than March 31.

2. Any Employee who is to be involuntarily transferred due to a change in numbers of pupils in a grade level shall be given priority over all other transfers. Such an individual shall be offered placement in the following order:

- a. an opening in the same grade level
- b. an opening in another grade level in same building

- c. an opening in another grade level in a different building

If multiple personnel desire the same position, the above list will be used to determine placement. If more than one have the same prioritized rationales, placement will be determined by seniority. If an opening occurs within a year of an involuntary transfer due to a change in number of pupils in the same grade level the Employee left, the said Employee will be given the option of transferring to the position. If the employee refuses the placement, he/she loses all recall rights to the same grade level.

3. An involuntary transfer will only be made after a meeting is held between the Employee and the involved administrator, at which time the reason(s) for the transfer will be explained. Notice of such meeting will be given seven (7) days in advance so the Employee may have an Association representative present.

4. In the event the Employee objects to the transfer, the Employee may appeal the involuntary transfer to the Superintendent who shall meet with the Employee and a member of the Association, if the Employee wishes. The Superintendent shall make a decision within ten (10) days.

5. No position shall be filled by means of involuntary transfer if there is an Employee who volunteers and who is qualified to fill said position, with exception of C2 above.

6. If an Employee who has been involuntarily transferred within the last three (3) years requests a voluntary transfer with his/her seniority grouping, such Employee shall receive first consideration for such transfer.

D. Transfer Procedures for Openings Due to Realignment/New Building

1. The district shall seek volunteers for openings in a new building by notifying all teachers of vacancies created. The notification should include grade level(s) and subject area(s) for all positions.

2. The granting of placements will be based initially upon particular grade level or subject matter assignments. If a whole grade level is assigned to another site, all teachers assigned to the grade level will be transferred to the new site. Teachers who are assigned to multiple grade levels or non-grade specific positions will be given the opportunity to seek voluntary placement into new positions. No one will be involuntarily placed if there is a volunteer for the position. If multiple candidates request the same position in the new site, placement will be determined by seniority unless the position has specific requirements or criteria. These requirements or criteria, in no ranked order, will be limited to:

- a. certification
- b. professional/educational preparation
- c. program commitments
- d. past evaluations

If too few candidates volunteer for placement in the new site, individuals will be placed using the same requirements listed above. If all requirements are equal, the individual with the greatest seniority will be given the option of taking the new assignment or remaining in the same building. When a transfer is filled, all internal applicants who were not selected shall be notified in writing within five (5) days of board approval. The explanation should include a rationale for the decision based on the requirements or criteria listed in D2 above. A professional development plan based on these criteria will be developed with an employee if requested after a transfer is denied.

ARTICLE XVIII SENIORITY PROVISIONS

All Employees of the School District shall be considered probationary Employees as defined by Iowa Code Section 279.19. At the end of the probationary period if the work of the Employee is satisfactory, the Employee shall have the probationary status terminated.

A probationary Employee shall have no seniority until the Employee has completed the probationary period, and at that time, the Employee will acquire seniority from the date the Employee commenced work. If an Employee is assigned to teach in more than one curricular or subject area specified in Article XIV, paragraph C1., the Employee shall accrue seniority in each curricular or subject area when assigned in more than one curricular or subject area.

Seniority shall be determined after the completion of probation by the number of years of employment in the Johnston Community School District in a bargaining unit position under contract from the last date of hire.

The seniority list shall include the rank number, teacher's name, date the Employee commenced work, years of service in a curricular or subject area, and years of service in the bargaining unit in the School District.

Employees with the same hiring date shall be placed on the seniority list in order of the last four digits of their Social Security number.

The seniority list shall be posted at the administrative offices and in each school building not later than October 1 of the school year and shall be updated and revised prior to February 1 of each year. The revision shall be posted no later than February 1st. For any teacher on extended leave, notice shall be mailed by ordinary mail to the address on file at the school administrative offices. Employees shall have thirty (30) calendar days to raise objections to their seniority rating. Any objections are waived until the time of the next posting if not made within the 30-day period.

Part-time Employees or Employees who are hired during the school year shall be entitled to credit for length of service in the same proportion that the time regularly worked by such Employee bears to the time regularly worked by full-time Employees or Employees hired for the entire school year.

ARTICLE XIX CONTINUING EDUCATION

A. Employees desiring reclassification on the salary schedule shall take courses at an accredited college or university. All courses taken to meet this provision shall be approved in advance by the Superintendent or his authorized representative.

B. Employees with a Master's Degree desiring reclassification on the salary schedule may continue to take course work. The Superintendent or his authorized representative shall be notified of the intent to take course work and will give approval to do so.

C. Only graduate credit taken at an accredited college or university may be used for salary reclassification. One of five credit hours of each 15 credit hours required for reclassification on the salary schedule may be approved Staff Development Credits. Such course or seminar work will apply toward a Continuing Education stipend and/or educational lane change on the salary schedule. Employees must be under continuing contract employment for eligibility for salary reclassification payments.

D. An Employee must file by May 1 of the current school year in order to qualify for a salary reclassification for the following school year. Verification of credits earned for salary reclassification shall be filed with the secretary of the Board of Education no later than October 15 for the Employee to earn a salary reclassification. Salary reclassification payment shall be retroactive to the beginning of the contract year.

E. PROFESSIONAL GROWTH REQUIREMENT.

1. Employees are required to meet the State certification requirement.

2. Employees in a BA classification who complete approved undergraduate courses, graduate courses or seminar work toward the Continuing Education requirement in any fiscal year shall be paid up to a Six Hundred Dollar (\$600) stipend. Employees in a MA classification shall be paid up to a Four Hundred Seventy-five Dollar (\$475) stipend.

F. Payment for supervising student teachers received from the participating colleges or universities will be paid directly to the Employee involved in the supervision of a participating student teacher. Any arrangements for tuition or college credit that might be obtainable to the supervising teacher is up to the teacher to do with as he/she sees fit.

G. Acceptance of the responsibility for the supervision of a student teacher shall be voluntary on the part of the supervising teacher.

ARTICLE XX
DURATION

A. All articles in this agreement with the exception of Schedules A and B shall be effective as of August 15, 2006, and shall continue in effect until midnight, August 14, 2008.

B. Schedules A and B shall be effective as of August 15, 2006, and shall continue in effect until midnight, August 14, 2007.

C. Either party may give written notice to the other party to terminate or modify Schedules A and B on or before the 15th day of January, 2007. If such notice is given, the termination shall be effective at the end of the contract term. If no such notice is given, the agreement shall remain in effect for one additional year and from year to year thereafter until such notice is given by either party of its intention to terminate or modify.

D. Either party may give written notice to the other party to terminate or modify this Agreement, and any modifications as heretofore provided, on or before the 15th day of January, 2008. If such notice is given, the termination shall be effective at the end of the contract term. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until such notice is given by either party of its intention to terminate or modify.

This Agreement signed this 6th day of May, 2006.

JOHNSTON EDUCATION ASSOCIATION

By Barbara J. Allen
President

By Cindy Tuttle
Secretary

JOHNSTON COMMUNITY SCHOOL DISTRICT

By Jim M. Moniel
President, Board of Directors

By Beverly A. Lyons
Secretary, Board of Directors

**Johnston Community School District
2006-07 Salary Schedule**

Horizontal Increments--BA-BA30 \$765
Horizontal Increments--BA30-MA \$1,530
Horizontal Increments--MA-MA45 \$1,150

Vertical Increments--Lane BA-BA30 \$865
Vertical Increments--MA \$1,025
Vertical Increments--MA15 \$1,060
Vertical Increments--MA30 \$1,095
Vertical Increments--MA45 \$1,130

Generator Base⁴: \$31,135

Step	BA	BA 10	BA 20	BA 30	MA ³	MA 15	MA 30	MA 45	Step
1									1
2									2
3¹	\$32,865	\$33,630	\$34,395	\$35,160	\$37,010	\$38,230	\$39,450	\$40,670	3
4	\$33,730	\$34,495	\$35,260	\$36,025	\$38,035	\$39,290	\$40,545	\$41,800	4
5	\$34,595	\$35,360	\$36,125	\$36,890	\$39,060	\$40,350	\$41,640	\$42,930	5
6	\$35,460	\$36,225	\$36,990	\$37,755	\$40,085	\$41,410	\$42,735	\$44,060	6
7	\$36,325	\$37,090	\$37,855	\$38,620	\$41,110	\$42,470	\$43,830	\$45,190	7
8	\$37,190	\$37,955	\$38,720	\$39,485	\$42,135	\$43,530	\$44,925	\$46,320	8
9	\$38,055	\$38,820	\$39,585	\$40,350	\$43,160	\$44,590	\$46,020	\$47,450	9
10	\$38,920	\$39,685	\$40,450	\$41,215	\$44,185	\$45,650	\$47,115	\$48,580	10
11	\$39,785	\$40,550	\$41,315	\$42,080	\$45,210	\$46,710	\$48,210	\$49,710	11
12	\$40,650	\$41,415	\$42,180	\$42,945	\$46,235	\$47,770	\$49,305	\$50,840	12
13²	\$41,515	\$42,280	\$43,045	\$43,810	\$47,260	\$48,830	\$50,400	\$51,970	13*
14	\$42,380	\$43,145	\$43,910	\$44,675	\$48,285	\$49,890	\$51,495	\$53,100	14
15	\$43,245	\$44,010	\$44,775	\$45,540	\$49,310	\$50,950	\$52,590	\$54,230	15
16		\$44,875	\$45,640	\$46,405	\$50,335	\$52,010	\$53,685	\$55,360	16
17		\$45,740	\$46,505	\$47,270	\$51,360	\$53,070	\$54,780	\$56,490	17
18		\$46,605	\$47,370	\$48,135	\$52,385	\$54,130	\$55,875	\$57,620	18
19		\$47,470	\$48,235	\$49,000	\$53,410	\$55,190	\$56,970	\$58,750	19
20					\$54,435	\$56,250	\$58,065	\$59,880	20
21					\$55,460	\$57,310	\$59,160	\$61,010	21
22					\$56,485	\$58,370	\$60,255	\$62,140	22
23					\$57,510	\$59,430	\$61,350	\$63,270	23

¹Minimum Hire Step

²Maximum starting salary for teachers new to our system

³Employees with a Master's Degree shall be paid at the Master's level regardless of the Master's area of specialty.

⁴Generator Base for Schedule B

Employees that have a doctorate degree will receive a \$1,000 stipend above the appropriate MA 45 step

JOHNSTON COMMUNITY SCHOOL DISTRICT

2006-07 Schedule B

Base Pay: \$ 31,135

Group 1

H.S. Head Coaches

Percent of BA Step

18.0%

Step	1	2	3	4	5	6
Football	\$ 5,604	\$ 5,760	\$ 5,916	\$ 6,071	\$ 6,227	\$ 6,383
Wrestling						
Basketball						
Baseball						
Softball						
Track						
Volleyball						
Soccer						
Swimming						

Group 2

H.S. Assistant Coach & Selected Head Coaches

Percent of BA Step

11.0%

Step	1	2	3	4	5	6
Football	\$ 3,425	\$ 3,520	\$ 3,615	\$ 3,710	\$ 3,805	\$ 3,901
Wrestling						
Basketball						
Baseball						
Softball						
Track						
Volleyball						
Soccer						
Swimming						
Head Cross Country						
Head Golf						
Head Tennis						
DANZ						

Group 3

M.S. Head Coach and Selected H.S. Coaches

Percent of BA Step

7.5%

Step	1	2	3	4	5	6
Football	\$ 2,335	\$ 2,400	\$ 2,465	\$ 2,530	\$ 2,595	\$ 2,660
Wrestling						
Basketball						
Girls Diving						
Asst HS Golf						
Asst HS Tennis						
Asst HS Cross Country						
Asst DANZ						

JOHNSTON COMMUNITY SCHOOL DISTRICT

2006-07 Schedule B

Base Pay: \$ 31,135

Group 4 M.S. Head Coach and Selected H.S. Coaches

Percent of BA Step 7.0%

Step	1	2	3	4	5	6
Volleyball	\$ 2,179	\$ 2,240	\$ 2,301	\$ 2,361	\$ 2,422	\$ 2,482
Track						
Softball						
Cross Country						
HS Cheerleading(Winter)						

Group 5 MS Assistant Coaches

Percent of BA Step 5.5%

Step	1	2	3	4	5	6
Football	\$ 1,712	\$ 1,760	\$ 1,808	\$ 1,855	\$ 1,903	\$ 1,950
Basketball						
Wrestling						

Group 6 MS Assistant Coaches

Percent of BA Step 5.0%

Step	1	2	3	4	5	6
Volleyball	\$ 1,557	\$ 1,600	\$ 1,643	\$ 1,687	\$ 1,730	\$ 1,773
Track						
MS Cheerleading						
HS Cheerleading(Fall)						
Asst HS Cldg(Winter)						

Group 7 M.S. Head Coach and Selected H.S. Coaches

Percent of BA Step 4.0%

Step	1	2	3	4	5	6
MS Swimming	\$ 1,245	\$ 1,280	\$ 1,315	\$ 1,349	\$ 1,384	\$ 1,418
Asst HS Cldg(Fall)						

Group 8 HS Head Music

Percent of BA Step 15.0%

Step	1	2	3	4	5	6
Vocal	\$ 4,670	\$ 4,800	\$ 4,930	\$ 5,060	\$ 5,189	\$ 5,319
Instrumental						

Group 9 HS Asst Music

Percent of BA Step 9.5%

Step	1	2	3	4	5	6
Vocal	\$ 2,958	\$ 3,040	\$ 3,122	\$ 3,204	\$ 3,287	\$ 3,369
Instrumental						
Drama						

JOHNSTON COMMUNITY SCHOOL DISTRICT

2006-07 Schedule B

Base Pay: \$ 31,135

Group 10 MS Music

Percent of BA Step 8.0%

Step	1	2	3	4	5	6
Vocal	\$ 2,491	\$ 2,560	\$ 2,629	\$ 2,698	\$ 2,768	\$ 2,837
Instrumental						

Group 11

Percent of BA Step 7.0%

HS Mock Trial \$ 2,179

Group 12

Percent of BA Step 5.0%

HS Newspaper \$ 1,557

HS Yearbook

Competitive Speech

HS Student Council

MS Mock Trial

Group 13

Percent of BA Step 3.5%

MS Student Council \$ 1,090

Jr/Sr Board

MS Yearbook

MS Pom Squad

MS Student Tech

HS Leadership Camp

HS Academic Competition

HS Student Tech

Group 14

Percent of BA Step 2.5%

8th Leadership Camp \$ 778

Elementary Music

HS Flag

HS Natl Honor Society

HS Prom

SADD

SAIL

Web Master

Group 15 --

School Improvement Initiatives

Building Leadership 2.0% \$ 623

District Leadership 1.0% \$ 311

School Improvement Facilitators 6.0% \$ 1,868

JOHNSTON COMMUNITY SCHOOL DISTRICT

2006-07 Schedule B

Base Pay: \$ 31,135

Group 16 --

Building Initiatives

Allocation 33.0% \$ 10,275

	Allocation
High School	\$ 4,275
8-9 Middle School	\$ 1,500
Summit Middle School	\$ 1,500
Beaver Creek Elem.	\$ 750
Horizon Elem.	\$ 750
Lawson Elem.	\$ 750
Wallace Elem.	\$ 750
Totals	\$ 10,275

2006-07 Schedule B Miscellaneous Pay Rates

M.S. After School Supervision	\$ 1,308
Weight Room Supervisor	\$26.06 per day
(Max 2 hrs./day for 144 days)	
Concert Supervision	\$32.60 per event
Curriculum Development	\$27.25 per hour
Tutor/ESL & Home School Instr.	\$19.56 per hour
Staff Development (non-Phase 3 training)	\$27.25 per hour
Saturday School	\$24.21 per hour
MS Math Lab	\$24.21 per hour
Tour de Iowa Supervision	\$24.21 per hour
Leadership Camp Supervision	\$24.21 per hour

Letter of Understanding

It is the intent of the parties to the Agreement that the principal in each building will convene building level teams to help develop a building schedule that includes a scheduled, uninterrupted lunch time of at least 28 minutes. A building level team will also consider teacher planning time. Planning time is important, and in setting the building schedule principals will give consideration to the needs of teachers for adequate planning time. Teachers acknowledge that emergencies that require supervision or assistance may interrupt a scheduled activity.

Those teachers, counselors, nurses with a degree, and librarians who have been at the maximum of their salary lane for more than one year shall receive longevity pay calculated as a percentage of the BA Base as follows:

BA 20	3.00%	BA+30	3.00%	MA	3.00%
MA+15	3.00%	MA+30	3.00%	MA+45	3.00%

There is no limit on the longevity payment in the BA 20, BA 30, and all MA lanes.

APPENDIX A
GRIEVANCE FORM

Employer _____

Building _____

Assigned Grade Level, Subject or Area _____

Level One -

The alleged violation was brought to the attention of the Principal or Designee, _____

_____ (name) on _____ (date), at Level One.

Level Two -

(a) Date alleged violation occurred _____

(b) Section(s) of contract alleged to have been violated _____

(c) Statement of Grievance* _____

(d) Relief Sought* _____

Employee's Signature _____

Date _____

Disposition by Principal or Designee _____

Signature of Principal or Designee _____

Date _____

Level Three-

(a) Signature of Aggrieved Person _____

Date submitted to Superintendent or Designee _____

(b) Disposition by Superintendent of Designee _____

Signature of Superintendent or Designee _____

Date _____

Level Four -

(a) Signature of Aggrieved Person _____

Signature of Association President _____

(b) Date submitted to arbitration _____

*Additional spaces needed, attach additional sheets.

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION FOR EDUCATIONAL ASSOCIATION DUES

First Name

Initial

Last Name

DUES

I hereby request and authorize the Board of Education of the Johnston Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the treasurer of the:

Name of the Association (Affiliate of the UniServ Unit, ISEA, NEA)

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through the end of June, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

Date

Signature

Social Security No.

APPENDIX C

TRANSFER REQUEST FORM

This request is considered active for one year, and therefore, must be filed annually for consideration. The Human Services office will notify any individual who completes a transfer request form when a vacancy occurs in an area listed below.

Name _____ Date _____

Present Position: School(s) _____

Grade Level(s) and/or Subjects _____

I request the following transfer:

1st Choice _____
Grade Level(s) and/or School
Subject Area(s) (If preference exists)

2nd Choice _____
Grade Level(s) and/or School
Subject Area(s) (If preference exists)

3rd Choice _____
Grade Level(s) and/or School
Subject Area(s) (If preference exists)

Reason for Request (optional) _____

Employee's Signature _____

Current Address _____

Current Phone Number _____

Summer Address _____

Summer Phone Number _____

Distribution:

One (1) copy to Principal

One (1) copy to Human Services Office

One (1) copy to be retained by Teacher

☐

Request Granted

☐

Request Denied

Reason: _____

(Associate Superintendent of Human Services)